

October 4, 2024

**ATTORNEY-CLIENT COMMUNICATION
PRIVILEGED & CONFIDENTIAL
(BUS. & PROF. CODE § 6149)**

**Susan Parker
County Administrative Officer
County of Lake
255 N. Forbes Street
Lakeport, CA 95453**

Re: Terms of Engagement, Conflict Waiver and Relationship Matters

Dear CAO Parker,

We are pleased to have the opportunity to represent the County of Lake. The firm appreciates your confidence in us, and we look forward to working with you. This letter agreement and the enclosed Terms of Engagement (the "Terms") contain the Client's agreement with us regarding the engagement of our firm. The term of this agreement begins October 1, 2024, and will be for two years with three optional one-year extensions with written approval from the County of Lake.

Subject Matter and Scope of Representation

Our representation of the Client under this Engagement relates to legislative advocacy, engagement on the California budget process, and other legislative projects as assigned. (the "Subject Matter"). If you request us to perform legal, lobbying, or other services not provided for in this letter, a separate written agreement between us will be required, and our representation as to any matters not specified herein will be subject to resolution of any conflict issues that may arise, and to our acceptance in writing at the time of a request from the Client for a particular undertaking. Unless otherwise agreed in writing, the terms of this letter agreement and the Terms will also apply to any additional matters that we agree to handle on the Client's behalf.

The terms of your engagement of this firm involve advocacy to influence legislative and/or administrative action in California. As disclosed on the previously filed Lobbying firm Authorization Form (FPPC Form 602), you wish this firm to influence the following agencies on your behalf:

California Legislature, Governor's Administration, State Agencies and Departments

As we discussed, state law requires that you and this firm file quarterly reports, which disclose your lobbying activities and ours, the payments you make for and in connection with these efforts, and any other payments you make to influence legislative or administrative action. The amount disclosable on these lobby disclosure reports will be clearly marked on each invoice.

The firm will prepare Lobby Disclosure on your behalf, based on information which you provide us, at the state levels. Such reports will be submitted to you to confirm they are complete and

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accurate and obtain a signature when required by law. Our firm will file such reports with the appropriate officials. To the extent possible, our firm will sign reports as your representative. While Nielsen Merksamer will be responsible for performing its duties accurately, you are responsible for providing us with timely, accurate and complete information necessary to complete the reports.

Identity of Client

We will represent only the Client in connection with the Subject Matter. We will not be representing any of the Client's related or affiliated or associated persons or entities (collectively, "Affiliates"), in connection with the Subject Matter, and this letter is not intended to, and does not, create any legal relationship between this law firm and such Affiliates, except as explicitly identified by you, in writing, during the course of our engagement and reviewed for potential conflicts of interest. The firm must agree in writing to represent any such Affiliate before it accepts an obligation to do so.

If the Client is an individual, such Affiliates include family members, colleagues, or entities with which the Client is associated. If the Client is an organization or entity, including but not limited to a corporation, partnership, public agency, etc., such Affiliates would include any parent, subsidiary, or affiliated corporation or other entity, including but not limited to any of Client's members, or any of the Client's officers, directors, investors, agents, partners, consultants or employees (collectively, "Agents").

Should the Client, or a representative of Client with whom we work, serve on boards, or be employed by companies, we are not and will not be representing the Client in any of those capacities. Accordingly, we will generally not be precluded from representing other existing clients or future clients in matters relating to or adverse to the Client's Affiliates or any of its or their Agents.

Additionally, because the Client is a public agency, we wish to confirm that the scope of this Engagement does not confer "consultant" status on any of the attorneys and other firm personnel providing services for you, or otherwise subject firm personnel to public disclosure requirements as a "public official" under your conflict-of-interest code. We will only accept this engagement if it does not, under your conflict-of-interest code, qualify any Nielsen Merksamer attorney or other personnel as public officials.

Responsible Professionals will be primarily responsible for this matter. Other professionals who are likely to assist me include Geoff Neill and Andrew Langley. As appropriate, other professionals in the firm may assist us in the work for the Client.

Fees and Charges

As we discussed, our monthly retainer to be available to perform the specific legal services described above shall be \$4,500.00/month. This fee would be fixed for the first two years of the contract, with escalators not to exceed the rate of increase of the Consumer Price Index for three optional one-year extensions, if approved in writing by the County. This retainer will be billed each month in advance and is fully earned by us upon payment. Additionally, expenses incurred in

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connection with this representation will be billed monthly. Attached is our invoice for the first month, which is due prior to the commencement of legal services.

This monthly retainer is subject to review at the beginning of each year and subject to modification by mutual agreement. If we believe a change is warranted, we will contact you about modifying this monthly retainer.

In the event that you believe that any statement for our services is erroneous for any reason, you will notify us of the same within 30 days after the receipt of such statement, stating the basis for your belief. We believe that most problems of this nature can be resolved promptly through good faith discussion, but if agreement cannot be reached with respect to the amount owed, you agree to promptly pay the undisputed portion of our statement and submit the disputed portion for resolution by an appropriate arbitration forum as discussed in our attached "Terms of Engagement."

Waiver of Prospective Conflicts on Unrelated Matters

It is important for you to understand that our law firm represents many clients who participate in the governmental and political process in California and nationwide. Also, since 1975, Nielsen Merksamer has represented thousands of clients in dealing with, and/or litigating for or against, various governmental agencies and complying with federal, state, and local political laws, and we are accepting new engagements all the time. It is virtually inevitable that we will work on projects for other clients having different business interests, governmental or political objectives, beliefs, or views from you.

Additionally, Nielsen Merksamer performs a variety of professional services for its clients, including general counsel matters, litigation, legislative advocacy, regulatory law, political and strategic advice, coalition building, fundraising, and ballot measure, lobbying disclosure, and PAC compliance (including preparing federal, state, or local disclosure forms). It is certainly possible, even likely, that we will represent these and future clients on matters that may or will be adverse in some way to your interests, but which are not directly related to the Subject Matter for which you are retaining us.

In particular, we wish to advise you that we represent **San Diego County, Contra Costa County, Yolo County, and Imperial County** whose interests are, or in the future may be, contrary to yours with respect to matters that are not substantially related to the Subject Matter.

Because our representation of the Client is limited to the Subject Matter, we wish to confirm the Client's consent that our present representation both will not prevent us from representing other existing or future clients in other matters not substantially related to the Subject Matter, whether or not the Client (including, for these purposes, Affiliates and Agents) is adverse or otherwise involved in those matters. As a condition of our undertaking this matter, the Client agrees that:

- We can continue to represent, or can in the future represent, existing or new clients in any matter, so long as the matter is not substantially related to our work for the Client on the Subject Matter, even if those other Client's business, political or governmental interests are adverse to the Client in the other matter;

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- We might obtain confidential information of interest to the Client in these other matters that we cannot share with the Client; and
- The Client waives any claimed conflict of interest that might arise from such engagements by other Client, and will not seek to disqualify us in, or assert a conflict with respect to, any of those engagements as a result of our representation of the Client in the Subject Matter.

Based on the information that has been provided to us, we do not believe that our representation of the Client currently involves any actual conflict of interest with any other client. If conflicts arise between you and any of our other clients regarding matters that are not substantially related to the Subject Matter, our firm will apprise you promptly, to the extent permitted and/or required by the applicable rules of professional conduct, and we will attempt to resolve those conflicts by bringing you and our other client(s) together to see whether it is possible to resolve the conflict. While you would certainly be free to terminate our relationship and retain independent counsel, you agree that this firm nonetheless would be free to represent such clients, even on those matters which you consider adverse, but which are not substantially related to the Subject Matter, and that you waive any conflict of interest in connection therewith.

By signing this letter and returning it to us, you acknowledge that we have discussed these matters with you, and you confirm that you do not object to our representation of other clients on matters where their general business, governmental or political objectives and/or positions may be different from, or adverse to, yours, but which are not substantially related to the Subject Matter, and that you do not object to our representation of such clients on such matters. You further agree that you will not assert any conflict of interest concerning such representation or attempt to disqualify this firm from representing such clients notwithstanding such adversity.

Needless to say, these acknowledgments and waivers do not permit our law firm, without your written consent, to represent any other client in connection with the Subject Matter in a manner that could be in any way adverse to you.

Additionally, the occasion might arise for us to consult regarding our engagement for the Client with our own counsel—our General Counsel or other firm lawyers working with our General Counsel who do not perform work for the Client on the Subject Matter, or with our own outside counsel—at our expense, of course. To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between us and the Client as to such consultation or resulting communications, particularly if a dispute were to arise between us and the Client regarding the Subject Matter. A condition of this engagement is that, in such circumstances, the Client hereby consent to such consultation occurring, and waives any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify us from continuing to represent the Client or from acting in our own behalf, even if doing so might be deemed adverse to the interests of the Client. The Client acknowledges that such communications are protected by our own attorney-client privilege from disclosure to the Client.

Consistent with our obligations under U.S. law and standards of legal practice, we will maintain the confidentiality of confidential information belonging to the Client. Unless bound to do so by law or order of a competent court we will not disclose your confidential information to other parties,

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including other clients, or use it for their benefit, unless the Client consents. In addition to the foregoing, we will comply with all applicable anticorruption, anti-bribery, and anti-unfair competition laws in connection with the provision of services hereunder.

* * * * *

Our engagement, conflict and billing practices reflect our desire to deal fairly with our clients in these as in all other aspects of our relationship. We welcome the opportunity to be retained by the Client, and, assuming this letter is acceptable to the Client, we look forward to providing our services to them on a mutually satisfactory basis.

We encourage the Client to consult with other counsel or advisors of their choice regarding these matters, and to fully consider the possible implications of our representation on the basis described. If the Client agrees to all the foregoing matters and Terms of Engagement, please communicate that agreement by signing and returning to me a copy of this letter. Your signature indicates your informed written consent to our representation in accord with the terms herein.

This agreement will not take effect, and we will have no obligation to provide legal services, until we receive a signed copy of this letter agreement, together any advance payment that may be invoiced herewith, but its effective date will be retroactive to the date we first performed services. Although this engagement letter is considered confidential, you agree that we may share the terms of any conflict waivers (after redacting any otherwise confidential information) with our other affected client(s) and that we may disclose the fact of your waiver publicly or to other persons where reasonably necessary to rebut allegations that we are engaged in improper conflicting representations.

Thank you again for the opportunity to represent you. We look forward to a mutually beneficial working relationship and will do our best to represent you effectively.

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Very truly yours,



**Michelle Rubalcava
Partner**

MR/kjh

The undersigned agrees to the terms of this letter agreement and attached Terms of Engagement.

County of Lake

By: _____
Susan Parker

Date: _____

**NIELSEN MERKSAMER PARRINELLO GROSS & LEONI, LLP
TERMS OF ENGAGEMENT**

Experience has shown that the attorney-client relationship works best when there is a mutual understanding about fees, expenses, billing, and payment terms. Accordingly, this statement is intended to briefly explain our billing policies and procedures and other issues related to the attorney-client relationship. We encourage our clients to discuss with us any questions they may have concerning these policies and procedures, either at the inception of our engagement or during its course. Any specific billing arrangements different from the policy of the firm outlined below will be confirmed in a separate written agreement between the client and the firm.

Except as modified in writing, Nielsen Merksamer Parrinello Gross & Leoni, LLP (“we,” “us,” or “Nielsen Merksamer”) and the client (“you” or “Client”) agree to the following provisions with respect to the relationship between them identified in the accompanying letter agreement:

Respective Responsibilities of Attorney and Client

We will keep you reasonably informed of significant developments in the Subject Matter and as necessary to perform our services. We will consult with you as to our progress and issues that arise.

You will be candid and cooperative with us and will keep us informed with complete, accurate and timely factual information, documents, and other communications relevant to the Subject Matter or otherwise reasonably requested by us to perform the services. We may rely on these communications, without independent verification. You will also assist us by making business, strategic, and technical decisions appropriate to enable completion of the work and performance of the services. You also agree to keep Nielsen Merksamer reasonably informed of developments and of Client’s address, telephone number and whereabouts, and timely make any payments as required by the Engagement for Services.

We provide only legal services and, where specified in the engagement, certain reporting and bookkeeping services. You are not relying on us for and we are not

providing, among other things, investment, insurance, accounting or technical advice or making business decisions, nor are we investigating the character or credit of persons with whom you may be dealing.

Timely Billing and Payments

Nielsen Merksamer provides clients with monthly invoices for services performed and expenses incurred in connection with the representation. Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, and expenses incurred on the client’s behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month.

Invoices are due and payable upon receipt and are past due in 30 days. Failure to pay invoices on a timely basis subjects a client to discontinuance of legal service at the option of the firm. The firm will give the client due notice of an intention to discontinue service.

To facilitate the billing process, we ask that you fill out and return the enclosed “Client Billing Instructions” form.

Billing Rates

Unless a retainer or project fee is specified in our engagement letter, usually fees are calculated by multiplying the number of hours devoted to a client's specific project by the hourly rates of the personnel rendering the services. In circumstances where time is required for more than one client, a portion of the work product development time may be charged to each benefitted client. In certain cases, which will be discussed in advance with the client and agreed in writing, our fee will be based upon the novelty or difficulty of the issue, or the time or other limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other personnel rendering services on a client's behalf. Attorneys in the firm are generally billed at rates from \$335.00 to \$1,495.00 per hour, and paralegals, law clerks, and non-attorney lobbyists are billed at rates from \$250.00 to \$680.00 per hour. The current hourly rates of the political reports specialists ("PRS") range between \$235.00 and \$245.00. The PRS Unit Supervisors currently bill between \$250.00 and \$425.00 per hour, depending on the tasks being performed. The rates of the specific attorneys or staff involved from time to time in your matters are available to you at any time upon request.

These hourly rates are reviewed annually and may be adjusted, effective January 1 of any given year, to reflect competitive conditions, inflation, and other factors. You agree that those and other changes will apply prospectively to all matters then being handled by the firm for you, and may result in increases in excess of the specific numbers or ranges previously provided to you. You will receive notice of general rate changes no later than upon delivery of our first statement that reflects the new rates. Individual rate

changes will be evident from the detailed information that accompanies each bill.

If you decline to pay any increased rates, Nielsen Merksamer will have the right to withdraw as your lawyers.

Charges for Other Items

It is our policy to serve all of our clients with effective support systems, while at the same time allocating fees and expenses of such systems in accordance with the extent of usage by individual clients. Therefore, in addition to our fees for professional services, we also charge for certain other services and expenses, including, but not limited to:

- *Duplicating/Printing.* Our standard charge for duplicating (including copying, printing, scanning, and alternative means of reproduction), currently at \$.10 per page.
- *Charges for Travel, Lodging, Meals, and Meetings.* Amounts charged for transportation fares, hotels and other lodging, meals, and other travel accommodations, including (as applicable) agency fees. If a meeting is held for your benefit, direct and specific meeting-related costs, including but not limited to meals (and related service).
- *Electronic Research/Telephone Charges.* Automated database and computer-assisted legal and other research and search charges, and other similar items. These charges are in addition to professional fees in connection with the specific research or communications.

We include charges for any fee-based online research databases and services employed for a specific client matter; they are not treated as overhead (in contrast

to certain real estate and equipment costs, which cannot reasonably be so attributed). Such costs are charged to the clients who use data services in proportion to their usage. We negotiate flat fee contract amounts, which are steeply discounted depending on total usage volumes, and the firm passes the discount on to clients by means of appropriate allocation.

- *Lobby/Campaign Reporting Fees.* If the Subject Matter of our representation includes preparing and filing lobbying and/or campaign reports at the federal, state, and/or local levels you will be billed a nominal cost per month for the software necessary to prepare and electronically file your reports. You may also, if appropriate, be billed a separate per-month amount for a license associated with electronic questionnaires to collect information for reports. The amounts of these charges will reflect the volume of reporting services provided. The amounts of these charges are subject to possible adjustment as of January 1st each year or in response to a change in circumstances.
- *Client-Secure Website Services.* If, as part of your engagement, we are asked to set-up and maintain a secure website to maintain online client access to campaign/lobby reports filed on your behalf and related services, you may be charged fees for the resources provided through that service.
- *In-House Mapping Services.* Where the scope of our engagement makes it necessary to provide appropriate legal advance, such as (for example) redistricting and voting rights engagements, you may be charged a one-time fee for use of our licensed,

computerized in-house mapping services, which enable us to independently investigate and study demographic and potential districting options under attorney-client privilege. (Communications with a non-lawyer demographic consultant are often not privileged.) An invoice for these services will be provided with this Engagement for Services.

- *Costs and Expenses.* Any and all other costs that we incur for your benefit, which may include filing fees, special deliveries, messengers, court reporter and transcription fees, expert fees, consulting services, external duplicating, and imaging, as well as special appearance fees and other local charges imposed on attorneys solely in connection with the specific engagement. You agree to pay vendor invoices sent to you for direct payment in a timely manner. (We assume no obligation to advance any costs or expenses on your behalf or to pay vendors, experts, consultants or other third parties we engage on your behalf.)

Estimates Not Binding

It is often impractical to determine in advance the amount of effort that will be needed to complete all the necessary work on a matter or the total amount of fees, charges and costs that may be incurred. Obviously, if any estimates or budgets are provided, they may need to be adjusted upward or downward in response to changing circumstances. Unless otherwise expressly agreed in writing, our estimates and budgets are not intended to be binding, are subject to unforeseen circumstances, and by their nature are inexact and do not limit or "cap" our fees and other charges or costs.

Fees Not Contingent

Unless otherwise specifically agreed in writing, our fees are not contingent upon the outcome or completion of a matter.

No Guarantee of Outcome

We do not and cannot guarantee the outcome of any matter. Either at the commencement or during the course of our representation, we may express our opinions, views or beliefs concerning claims or courses of action and the results that might be anticipated. Any such statement made by a representative of our firm is intended to be an expression of opinions, views, and beliefs only, based on information available to us at the time, and should not be construed by you as a guarantee of any type.

Electronic Communications

During the course of our engagement, we may exchange electronic versions of documents and e-mails with you using commercially available software. Such electronic communications are not an absolutely secure method of communication. They are occasionally victimized by the creation and dissemination of so-called viruses, destructive electronic programs, or invasions of expected privacy. Further, our virus-scanning software may occasionally reject a communication that you send to us, or we in turn may transmit something to you that is rejected by your system. We believe these infrequent occurrences are to be expected as part of the ordinary course of business, although they do affect the security and reliability of these communications.

Notwithstanding these risks, by signing the engagement letter, you acknowledge and accept the risk in electronic communication, and authorize Nielsen Merksamer to use electronic means to communicate with you

and others necessary to effectively represent you.

If there are certain documents with respect to which you wish to maintain absolute confidentiality, you must advise Nielsen Merksamer in writing not to send them via electronic means and Nielsen Merksamer will comply with your request.

Termination of Representation

You can terminate our services at any time. If you do, you agree to give us prompt written notice of the termination. Upon our termination, you will remain obligated to pay for all services rendered and costs or expenses paid or incurred on your behalf before the termination, or which are reasonably necessary thereafter. If we are attorneys of record in any proceeding, you agree to promptly execute and return to us the Substitution of Attorney we provide to you.

We can also withdraw from this representation at any time, except to the extent limited by applicable law or rules of professional conduct. Some reasons for our withdrawal might include, but are not limited to:

- You fail to honor the terms of our engagement letter and these Terms of Engagement or fail to pay our statements in a timely manner, or you decline to pay any increased rates contemplated by this agreement;
- You make it unreasonably difficult to represent you effectively or you insist on conduct contrary to our advice on a matter; or
- Facts or circumstances arise that, in our view, render our continuing representation unlawful or unethical.

If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further services, including the execution of any documents necessary to complete our withdrawal. Notwithstanding such withdrawal, you will remain obligated to pay us for all services provided and to reimburse us for all costs and expenses paid or incurred on your behalf before the termination or which are reasonably necessary thereafter.

If the agreement provides for a monthly retainer, Client will pay an additional payment equivalent to a one-month retainer payment to cover professional services associated with winding down the legal representation and closing and/or transferring the file as directed.

Our representation of you will be considered terminated at the earliest of your termination of our representation, our withdrawal from our representation of you, or the substantial completion of our work for you (as may be evidenced by a final bill, by a substantial period of inactivity not caused by our negligence or otherwise).

Arbitration of Disputes, Claims or Controversies

In a dispute subject to the jurisdiction of the State of California over fees, charges, costs, or expenses, you have the right to elect arbitration pursuant to the fee arbitration procedures of the State Bar of California, as set forth in California Business & Professions Code §§ 6200, et seq. Those procedures permit a trial after arbitration, unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. If you do not elect to proceed under the State Bar fee arbitration procedures, any dispute over fees, charges, costs, or expenses will be resolved by binding arbitration.

Disclosure of Conflicts and Other Information

To allow us to conduct a conflicts check, you represent that you have identified for us all persons and entities that are or may become involved in the subject matter, including all persons and entities that in any material respect are related, affiliated, or associated with you, and other involved or potentially involved parties (such as parent corporations, subsidiaries and other affiliates, officers, directors and principals). You also agree that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in the matter. You agree to cooperate fully with us and to provide promptly all information known or available to you that is relevant to our representation.

Furthermore, although this engagement letter may be considered confidential, you agree that we may share the terms of any conflict waivers (excluding otherwise confidential information) with our other affected client(s) and that we may disclose the fact of any conflict waiver, as well as any document memorializing it (after redactions, if appropriate) where reasonably necessary to rebut allegations of improper conflicting representations.

Registered Limited Liability Partnership/ Limitation on Liability

The firm of Nielsen Merksamer Parrinello Gross & Leoni, LLP, is a California registered limited liability partnership. As a result, with certain possible limited exceptions, none of which may be applicable, our partners, as distinguished from the partnership, by reason of being a partner or acting in the conduct of the business or activities of Nielsen Merksamer Parrinello Gross & Leoni, LLP, are not liable or accountable to you, directly or indirectly, including by way of

indemnification, contribution, assessment, or otherwise, for debts, obligations, or liabilities of or chargeable to the firm or another partner, whether arising in tort, contract, or otherwise, that are incurred, created, or assumed by the firm.

License to Practice Law

All of our attorneys are licensed in California and in other jurisdictions, as indicated on their biographies on our website. In instances in which you request legal services that require practice of law in another jurisdiction, for example, appearing in person in an administrative hearing, we will inform you of steps that must be taken, or may suggest partnering with in-state counsel through a network to which our firm belongs.

Indemnity of Treasurer/Corporate Officer

One of the services that Nielsen Merksamer offers to its clients upon request is to serve as Treasurer of political action committees.

A Treasurer is generally responsible under federal, state, or local law for a variety of matters, including the preparation and filing of timely, accurate and detailed campaign reports, and itemizing committee expenditures made and contributions received. In some cases, the Treasurer may be held personally responsible for even inadvertent mistakes on reports, including mistakes which were caused by the failure of others to provide the Treasurer with accurate and timely information necessary to prepare the reports.

While Nielsen Merksamer will be responsible to perform its duties accurately, it cannot take responsibility for errors, mistakes or violations caused by others, including, without limit, the failure of others to provide Nielsen Merksamer with timely information necessary for the filing of campaign reports.

Therefore, you agree to defend and indemnify Nielsen Merksamer and its individual lawyers against any and all liabilities, including administrative fines or penalties, arising out of the performance of duties as committee Treasurer, which liabilities result from untimely, insufficient, or inaccurate information being provided to Nielsen Merksamer by committee members, committee vendors, committee agents or employees.

Where appropriate, Nielsen Merksamer attorneys will also serve as corporate officers for various corporate entities formed to facilitate the provision of the services for which you have retained us. Again, while Nielsen Merksamer will be responsible to perform its duties accurately, it cannot take responsibility for errors, mistakes or violations caused by others, including, without limit, the failure of others to provide Nielsen Merksamer with timely or accurate information. Therefore, you agree to defend and indemnify Nielsen Merksamer and its individual lawyers against any and all liabilities, including administrative fines or penalties, arising out of the performance of duties as a corporate officer, which liabilities result from untimely, insufficient, or inaccurate information being provided to Nielsen Merksamer by corporate directors, members, vendors, agents, or employees.

Financial Decisions; No Investment Advice

If our firm opens and maintains a bank account in connection with our representation of you, as, for example, when administering a political action committee, we will inform you of options for managing and protecting funds. While the firm will exercise diligence when administering funds at your direction, financial decisions, including money management, choice of

bank, and investment decisions, will be made by you as the client.

You understand and agree that Nielsen Merksamer are not financial or investment advisors, and the Firm does not assume any responsibility for rendering advice with respect to such decisions.

Document Retention and Destruction

In the course of our representation of you, we are likely to come into possession of copies or originals of documents or other materials belonging to you or otherwise constituting client records, such as correspondence, pleadings, transcripts, exhibits, physical evidence, and other items reasonably necessary to your representation (collectively, "Client Materials").

Once the particular matter to which those Client Materials relate has been concluded, we will make arrangements either to return the Client Materials to you, retain them in our storage facilities or dispose of them. If you do not request their return, and in the absence of any other specific written arrangements with you or legal requirements to the contrary, you agree that we may dispose of those Client Materials consistent with any reasonable records retention policy that we may have in effect from time to time.

It is our policy to destroy or discard files, documents, and records relating to campaign reports, lobby reports, or statements of economic interests seven years after a report or statement is filed or after the statute of limitation expires, whichever comes later.

As to all other Client Materials, unless you have sought the return of such Client Materials within two years after the conclusion of the matter to which they relate, we may destroy them and will be relieved of

any further responsibility to you with respect to them. If we conclude that it would be inappropriate or impermissible to destroy all or any portion of these Client Materials, you agree that we may return or deliver them to you at your last known address, and we will be relieved of any further responsibility with respect to them. We may retain copies if we choose. You agree to pay the expense of the return (or any other directed delivery) of Client Materials. You also agree to take possession (whether or not you take possession of other Client Materials) of original documents, such as wills, investments, stock certificates, etc., whereupon we will have no further responsibility for them.

Our own files pertaining to the matter will not be delivered to you. You agree that our firm files include firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records, as well as internal lawyers' work product (such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports and mental impressions, prepared by us or for our internal use). You agree that our files remain our property and for various reasons, including the minimization of unnecessary storage expenses, or for no reason, we may destroy or otherwise dispose of our files a reasonable time after the conclusion of the matter.

Also, as the closing and transfer of legal files require attorney review and judgment, you agree to pay for the attorney time and expenses required to perform these services.

Disclosure of Your Name

We are proud to serve you as legal counsel and hope to share that information with other clients and prospective clients. On occasion,

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we provide names of current clients in marketing materials and on our Web site (www.nmgovlaw.com). We may include your name on a list of representative clients. We may also prepare lists of representative transactions or other representations that are public, excluding of course any we believe are sensitive or confidential. If you prefer that we refrain from using your name and representation in this manner, please advise us in writing.

Counterparts; Electronic Signatures

This Engagement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Engagement or in any other certificate, agreement or document related to this Engagement shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign).

The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including, without limitation, the federal Electronic Signatures in Global and National Commerce Act and any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

Miscellaneous

These Terms of Engagement and the accompanying letter agreement supersede all other prior and contemporaneous written and oral agreements and understandings between us on the subject matter hereof, including any outside counsel guidelines or service level agreements, or the like, that you adopt; contain the entire agreement between us on the subject matter hereof; and can be modified only by your and our subsequent written agreement. You acknowledge that no promises have been made to you by us other than those contained in these writings.

Any provision of these Terms of Engagement or the accompanying letter agreement held in whole or in part to be unenforceable for any reason shall be severable if the essential terms of engagement both to you and us remain enforceable. In that event, the remainder of the affected provision and our agreement will remain in effect.

Our agreement will be governed by the internal law, and not the law pertaining to choice or conflict of laws, of the State of California, except to any extent required by applicable law or rules of professional conduct; *provided, however*, that to the extent any provision of the laws of the State of California or otherwise conflict with the Federal Arbitration Act ("FAA") and case law interpreting the FAA, the FAA will govern.

* * * * *

If you have any questions concerning the above policies, please contact us immediately.

For additional information regarding our firm, attorneys, and practice areas, please visit our website at www.nmgovlaw.com.

CLIENT BILLING OPTIONS**Preferred Delivery Method for Invoices:**

☐ E-mail Invoice To: _____

☐ E-Billing

Portal Used: _____

Client Matter/PO/Ref. # _____

E-Billing Contact: Name: _____

Phone: _____

E-mail: _____

Preferred Payment Options:

☐ Check Remit Checks to: Nielsen Merksamer
1415 L Street, Suite 1200
Sacramento, CA 95814

PLEASE REFERENCE YOUR CHECK WITH THE
ACCOUNT NUMBER AS SHOWN ON THE BOTTOM
OF YOUR INVOICE, SO YOUR ACCOUNT CAN BE
PROPERLY CREDITED. THANK YOU.

☐ ACH/Wire Transfer:

TO PAY INVOICES BY WIRE:

Bank of America, N.A.
555 Capitol Mall, #490
Sacramento, CA 95814
(888) 400-9009

Acct. #325000610243
Routing No. ACH/EFT: 121000358
Routing No. DOM.WIRES: 026009593
SWIFT Code INL Wires: BOFAUS3N

Beneficiary: Nielsen Merksamer
1415 L Street, #1200
Sacramento, CA 95814
(916) 446-6752

Please send remittance emails to payments@nmgovlaw.com

SACRAMENTO

1415 L STREET, SUITE 1200
SACRAMENTO, CA 95814

T 916.446.6752 F 916.446.6106

SAN FRANCISCO BAY AREA

2350 KERNER BLVD, SUITE 250
SAN RAFAEL, CA 94901

T 415.389.6800 F 415.388.6874